

## INDEPENDENT DISCIPLINARY OFFICERS

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Independent Review Officer  
Hon. Barbara S. Jones

Independent Investigations Officer  
Hon. Joseph E. diGenova  
Administrator  
John J. Cronin, Jr., CPA

### SENT VIA E-MAIL

April 14, 2017

William P. Keane, Esq.  
Farella Braun & Martel LLP  
Russ Building  
235 Montgomery Street  
17th Floor  
San Francisco, CA 94104  
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Hon. Joseph diGenova, Esq.  
Independent Investigations Officer  
diGenova & Toensing, LLP  
1776 K Street, N.W., Suite 737  
Washington, DC 20006  
[jd@digenovatoensing.com](mailto:jd@digenovatoensing.com)

Re: Settlement of Charge Against Charles A. Bertucio

Dear Messrs. Keane and diGenova:

Pursuant to my authority under paragraph 35 of the Final Agreement and Order in United States v. International Brotherhood of Teamsters (IBT), et al., 88 Civ. 4486 (LAP) (the "Final Order"), I have approved the proposed settlement agreement of the charge against Charles A. Bertucio. Enclosed please find a signed and executed Affidavit and Agreement. The hearing scheduled for next week is cancelled.

Sincerely,

/s/ Barbara S. Jones

Hon. Barbara S. Jones (Ret.)  
Independent Review Officer

Enclosure

cc: Bradley Raymond, Esq.  
Charles Carberry, Esq.

Pursuant to the Consent Order of the United States District Court of the S.D.N.Y.,  
United States v. International Brotherhood of Teamsters, 88 CIV. 4486 (LAP)

-----X  
 In the Matter of :  
 CHARLES BERTUCIO :  
 before the : AFFIDAVIT AND  
 INDEPENDENT REVIEW OFFICER : AGREEMENT  
 -----X

STATE OF CALIFORNIA )  
 ) ss.:  
 COUNTY OF CONTRA COSTA )

CHARLES BERTUCIO, being duly sworn, deposes and says,  
 and agrees as follows:

1. The Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (LAP) (S.D.N.Y.) (the "Consent Order") recommended to the IBT that I be charged with bringing reproach upon the IBT and violating the IBT Constitution by knowingly engaging in a scheme to become and remain a member and by entering into a sham contract between the GrandFund LLC and Local 853 in violation of Article II, Section 2(a), Article XIV, Section 3 and Article XIX, Sections 7(b)(1) and (2) of the IBT Constitution. The matter is scheduled for a hearing before the Independent Review Officer ("IRO") on April 19, 2017.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the charge described in paragraph 1. This Agreement

is limited to the charge described in paragraph 1 and does not constitute an admission or denial of that charge.

3. I represent and agree to the following:

(a) I was a member of the International Brotherhood of Teamsters ("IBT") and a member of IBT Local 853;

(b) I have never held and currently hold no elected or appointed offices of any kind, paid or unpaid, in the IBT or any of its affiliated entities, including any Locals, superior bodies, conferences, councils, pension, health, welfare or severance plans or other such entities (collectively "IBT Entities");

(c) I am currently not an IBT member;

4. From the effective date of this Agreement (which is the date upon which it is approved by the Independent Review Officer), for twenty years, I agree never to hold membership in the IBT or any IBT Entities. For twenty years from the effective date of the Agreement, I further agree never to hold any employment, office, position or consulting or similar relationship, whether paid or unpaid, with any IBT Entities. With the exception of the restrictions imposed as a result of the one year associational ban described in paragraph 9 below, nothing in this paragraph shall prohibit me from holding any employment, office, position or consulting or similar



relationship, whether paid or unpaid, with any third party that does business with IBT Entities.

5. For twenty years after the effective date of this Agreement, Local 853 and any other IBT Entities shall not pay to me, nor shall I accept from any such entities, any salary, allowance, fee or compensation of any kind.

6. For twenty years after the effective date of this Agreement, no IBT Entity shall make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund.

7. For twenty years from the effective date of this Agreement, I shall not participate in any manner in any of the activities or affairs of the IBT and any IBT Entity relating to its governance, activities on behalf of its members and collective bargaining.

8. I further agree that for a period of five years from the effective date of this Agreement, I shall not hold any position on the Executive Committee of the James R. Hoffa Memorial Scholarship Fund, Inc.

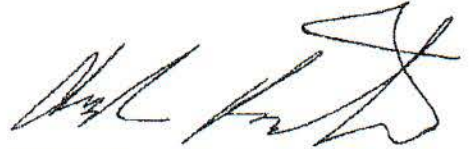
9. I further agree that for one year from the effective date of this Agreement, I shall not knowingly associate with any officers, employees and members of the IBT and any IBT entities. This prohibition includes social contact. During the one year period, I agree not to communicate in any way with GrandFund LLC

employees, clients or anyone else about business with any IBT Entities.

10. This Agreement is permanent.

11. I understand and agree that this Agreement will be submitted to the IRO for her review and approval. I understand that no representations have been made as to whether this Agreement will be approved by the IRO. If this Agreement is not approved by the IRO, the Agreement will be null and void.

12. I make this Agreement freely, under no duress or coercion of any kind.




CHARLES BERTUCIO

Sworn to before me this  
day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

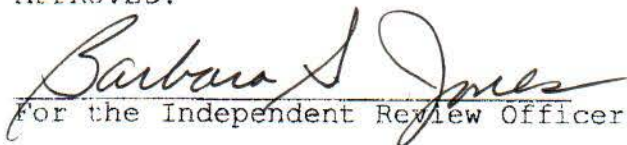
SEE ATTACHED  
FOR NOTARY

AGREED:

  
\_\_\_\_\_  
For the International Brotherhood  
of Teamsters

Dated: 4/11/17

APPROVED:

  
\_\_\_\_\_  
For the Independent Review Officer

Dated: 4/14/17

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

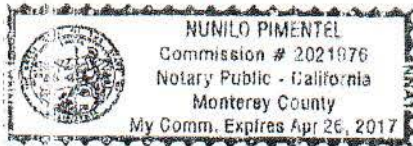
\_\_\_\_\_  
*Signature of Document Signer No. 1*

\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of MONTEREY

Subscribed and sworn to (or affirmed) before me  
 on this 10 day of APRIL, 2017,  
 by Charles Bertucio  
 (1) \_\_\_\_\_  
 (and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_